

**TERMINAL DISCLAIMER TO OBVIATE THE JUDICIALLY CREATED  
DOCTRINE OF OBVIOUSNESS DOUBLE PATENTING REJECTION OVER A  
PATENT**

In Re Application of:

**Edward R. Katz**

Serial No.: **10/781,527**

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For: **ENTRYWAY PROTECTOR**

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The owner of 100 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173 as presently shortened by any terminal disclaimer of U.S. Patent No. 6,718,706 issued on April 13, 2004 and owned by the same owner as the owner of the instant application. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and U.S. Patent No. 6,718,706 are commonly owned. U.S. Patent No. 6,718,706 and the instant application have been assigned to Marquis, Inc. and are presently owned by Marquis, Inc., and recorded in the United States Patent and Trademark Office, reel and frame number 016038/0537 on May 24, 2004. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of U.S. Patent No. 6,718,706, as shortened by any terminal disclaimer filed prior to the patent grant in the event that such patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims

